

# TERMS OF SERVICE FOR ELECTRIFY PTE LTD'S ONLINE ELECTRICITY RETAIL MARKETPLACE, ELECTRIFY.SG

## 1 Terms of service

- 1.1 Please read the terms and conditions (the “**Terms of Service**”) set forth below as they apply to your access and use of our services, including our various websites, platforms, APIs, email notifications, applications, buttons, and widgets and/or purchasing a Product (each a “**Service**” and collectively “**Services**”), and any information, text, graphics, photos, or other materials uploaded, downloaded, or appearing on the Services (collectively referred to as “**Content**”). Your access to and use of the Services signifies your acceptance of these Terms of Service and agreement to be bound by them and any, and all, other applicable terms referenced herein absolutely.
- 1.2 By accessing and/or using the Services, you represent that you are 18 years old or above and are legally capable of entering into binding contracts.
- 1.3 If you do not accept these Terms of Service, please discontinue use of the Services immediately.

## 2 Interpretation

- 2.1 The following definitions and rules of interpretation apply in these Terms of Service:

“**Account**” refers to a Customer Account and/or Retailer Account individually or collectively.

“**Customer**” refers to any person, company or business entity that has registered a Customer Account in accordance with these Terms of Service.

“**Platform**” means both (i) the web and mobile versions of the website operated and/or owned by ELECTRIFY which is presently located at the URL, [electrify.sg](http://electrify.sg) and (ii) any mobile applications made available from time to time by ELECTRIFY, including iOS and Android versions.

“**Product**” means any good listed by Retailer on our Platform.

“**Retailer**” refers to any merchant that has registered to sell a Product on our Platform.

“**Contract**” refers to any form, agreement or contract representing a Retailer that is contractually endorsed by the Customer

“**Retailer’s Terms and Conditions**” refers to the terms and conditions set forth by a Retailer for a Contract presented to the Customer on the Platform.

- 2.2 Clause headings shall not affect the interpretation of these Terms of Service.
- 2.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 2.4 Any words following the terms “including”, “include”, “in particular”, “for example”, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

## 3 Privacy policy

- 3.1 These Terms of Service refer to the additional terms in our Privacy Policy (the “**Privacy Policy**”), which also apply to your use of our Services.

- 3.2 Our Privacy Policy sets out the terms on which we process any personal data we collect from you or that you provide to us. By using our Services, you consent to such processing and you warrant that all data provided by you is accurate. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information both within and outside of Singapore for storage, processing, and use by us. As part of providing you with the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your Account and which you may not be able to opt-out from receiving.

#### **4 Information about us**

The Services are provided and operated by **Electrify Pte Ltd** (we or “**ELECTRIFY**”). We are a limited liability company registered in Singapore with Unique Entity Number (UEN) 201708277N and have our registered office at 3, Ang Mo Kio Street 62, #08-21, Singapore 569139.

#### **5 Changes to terms**

ELECTRIFY and the Retailer may amend, from time to time at our sole discretion, the Terms of Service and Retailer’s Terms and Conditions, without notice or liability to you. It is your responsibility to check this page periodically for changes. By continuing to use the Services following such amendments to the Terms of Service, you agree to be bound by such amendments.

#### **6 Changes to our services**

- 6.1 The Services that we provide are always evolving and the form and nature of the Services that we provide may change from time to time without prior notice to you. In addition, we may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time and without prior notice to you.
- 6.2 We make no representations, warranties, or guarantees, whether express or implied, that our Services or any Content on our site is accurate, complete, or up to date.

#### **7 Accessing our services**

- 7.1 We do not guarantee that our Services or any content will always be available or be uninterrupted. Access to our Services is permitted on a temporary basis. We may suspend, withdraw, discontinue, or change all or any part of our Services without notice. We will not be liable to you if for any reason our Services are unavailable at any time or for any period.
- 7.2 You are responsible for making all arrangements necessary for you to have access to our Services.
- 7.3 You are also responsible for ensuring that all persons who access our Services through your internet internet connection are aware of these Terms of Service and other applicable terms and conditions and that they comply with them.

#### **8 Your licence to use the services**

ELECTRIFY gives you a personal, worldwide, royalty-free, non-assignable, and non-exclusive licence to use the software that is provided to you by us as part of the Services. This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by ELECTRIFY in the manner permitted by these Terms of Service.

## **9 Customer account**

- 9.1 To use certain Services and to purchase a Product on our Platform, you will be required to create an account with ELECTRIFY (the "**Customer Account**"). You are responsible for safeguarding the password for your Customer Account and for any activities or actions under your password. We encourage you to use strong passwords (passwords that use a combination of upper and lower case letters, numbers, and symbols) with your Customer Account. You must treat such information as confidential. You must not disclose it to any third party. ELECTRIFY cannot and will not be liable for any loss or damage arising from your failure to comply with the above.
- 9.2 We have the right to disable any password, whether chosen by you or allocated by us, at any time if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Service.
- 9.3 If you know or suspect that anyone other than you knows your password, you must promptly notify us at [contact@electrify.sg](mailto:contact@electrify.sg).
- 9.4 It is your responsibility to provide accurate, complete, and up to date information for your Customer Account.
- 9.5 You shall not misuse the Services by creating multiple Customer Accounts.
- 9.6 Where the wrongful or fraudulent use of a Customer Account is suspected or discovered by ELECTRIFY, we reserve the right, at our sole discretion, without liability, without prejudice to our other rights and remedies under these Terms of Service or at law, to immediately:
- (a) refuse or cancel an order made through the Customer Account;
  - (b) prohibit the Customer Account owner or another person from accessing and/or using the Services or participating in any promotion by ELECTRIFY; and/or
  - (c) merge, suspend, and/or terminate Customer Account(s).

## **10 Listings**

- 10.1 Listings that are created will be automatically processed and published immediately onto our Platform unless otherwise stated.
- 10.2 We reserve the right, and without prejudice to our other rights under these Terms of Service, to refuse, remove, and/or delete any Listing at our sole discretion including, but not limited to, if the Retailer or Listing is in breach of these Terms of Service or any additional terms we may specify on our Services from time to time, and if we refuse, remove, and/or delete a Listing, we will not refund any fees you may have paid to us in respect of the Listing.
- 10.3 Listings created on our Platform must:
- (a) be true, fair, complete, and accurate in all respects;
  - (b) include only Products that relate to electricity retailing;
  - (c) not contain any Products that breach any law or regulations, give rise to a cause of action against ELECTRIFY or any person, or infringe any person's rights, including intellectual property rights;
- 10.4 Using our Platform interface, you must remove any Listings of Products that are no longer available and keep any images, details, descriptions, prices, and promotional information accurate and up to date.

- 10.5 Retailers must ensure that all prices specified in or in relation to a Listing are in Singapore dollars only and are exclusive of Goods and Services Tax ("**GST**").
- 10.6 Retailers must use our Platform interface to create legal notices applying to their relationships with Customers and ensure that:
- (a) the Retailer's legal notices are sufficient to meet the Retailer's legal disclosure obligations and other legal obligations; and
  - (b) the Retailer complies with all laws applicable to their Listings and sales.

## **11 Product information**

Whilst ELECTRIFY and the Retailer makes best efforts to provide you with accurate and up-to-date images, details, descriptions, prices, and promotional information, there may be instances where errors and differences may occur and neither ELECTRIFY nor the Retailer warrant that such images, details, descriptions, prices, and promotional information is accurate, current, or free from error. We cannot guarantee that your electronic display of any Product colour or image will be accurate. Neither ELECTRIFY nor the Retailer shall be liable to you or any third party for any errors or differences in the images, details, descriptions, prices, and promotional information listed through our Services.

## **12 Our role**

- 12.1 You acknowledge that parties other than ELECTRIFY list and sell Products on our Platform. For the avoidance of doubt, each agreement entered into for the sale of a Product shall be an agreement entered into directly and only between the Retailer and Customer.
- 12.2 You acknowledge that:
- (a) we are not party to any contract for the sale or purchase of Products in Listings;
  - (b) we are not involved in any transaction between a Customer and a Retailer in any way, save that we facilitate a marketplace for Customers and Retailers and process payments on behalf of Retailers;

and accordingly, we will not be liable to any person in relation to an offer for sale or sale or purchase of any products listed on our Platform. Furthermore, we are not responsible for the enforcement of any contractual obligations arising out of a contract for the sale or purchase of any Products.

## **13 Online sale process**

- 13.1 A Customer acknowledges that ELECTRIFY may collect all completed documents required for the purchase of electricity (as set out by the Retailer) and full deposit from the Customer, on behalf of the Retailer.
- 13.2 To submit an Order, a Customer will be required to follow the process described on our Platform. After making payment and submitting the required documents, the Customer will receive an Order Confirmation that will act as an acknowledgement of the Customer's Order and payment.
- 13.3 By submitting an order through our Platform, a Customer is making an offer to enter into a contract at the price listed for the Product and such other terms and conditions stated on the site (an "**Order**").
- 13.4 The Order shall become a binding contract between the Retailer and Customer, once the Order is accepted by the Retailer.

- 13.5 All Orders will be deemed to be irrevocable and unconditional upon transmission through our Platform and the Retailer shall be entitled (but not obliged) to process such Order without the Customer's further consent and without any further reference or notice to you. Nevertheless, you may request to cancel or amend the Order, which the Retailer will endeavour to give effect to on a commercially reasonable effort basis. However, notwithstanding the foregoing, the Retailer is not obliged to give effect to any request to cancel or amend any Order.
- 13.6 Processing of payment of an Order shall not in itself constitute acceptance of the Order by the Retailer or by ELECTRIFY. Where an Order is refused or cancelled by the Retailer or ELECTRIFY, any payment already made for such Order will be reversed or refunded in accordance with the prevailing refund policy at such time.
- 13.7 The Customer agrees to pay the security deposit to ELECTRIFY within 48 hours of submission of an Order. ELECTRIFY is obliged to transfer the deposit and liability to the Retailer per ELECTRIFY's agreement with the Retailer. The Retailer will refund the full deposit at the end of the Contract.
- 13.8 We accept payment for Orders through our Platform by the following payment methods:
- Locally-issued MasterCard and Visa credit cards only
  - Cheques, payable to 'Electrify Pte Ltd', unless otherwise stated
  - Bank Transfers, payable to 'Electrify Pte Ltd', unless otherwise stated
- 13.9 Prices are in Singapore dollars and are exclusive of GST unless otherwise stated.
- 13.10 If there are any inconsistencies between any of the provisions of this Terms of Service and the Retailer's Terms and Conditions, the provisions of the Retailer's Terms and Conditions shall prevail as between the parties.
- 14 Electricity Contract between Retailer and Customer**
- 14.1 The Retailer reserves the right to amend the price of Products listed on our Platform at any time without notice or liability.
- 14.2 ELECTRIFY and the Retailer are under no obligation to fulfil an Order if the price listed on our Platform is incorrect (even after an Order confirmation has been sent). If we or the Retailer discovers an error in the price of any Products that are the subject of an Order, ELECTRIFY or the Retailer will inform you and give you the option of confirming your Order for such Product at the correct price or voiding it. By confirming your Order for such Product, you authorise ELECTRIFY or the Retailer to charge the additional amounts to you. If ELECTRIFY or the Retailer is unable to contact you, we and the Retailer will treat the Order for such Product as voided. If you cancel your Order for such Product, we will reverse or refund payment in accordance with the prevailing refund policy at such time.
- 14.3 The Customer shall if so required by the Retailer in writing, provide the Retailer with an additional security deposit for any or all of the Customer's obligations in connection with or arising from the Order. The Customer shall not be entitled to, and the Retailer is not liable to pay, any interest on any security deposit provided by the Customer to ELECTRIFY or the Retailer.
- 14.4 Retailer may at its sole discretion, revise the security deposit from time to time, with a written notice to the Customer.
- 14.5 Where applicable, Retailer may, on reasonable grounds, charge additional fixed or variable fees to the Customer, as stated in the Contract, in addition to the price of the Product.

- 14.6 The Customer agrees to pay the Retailer for either the loss-adjusted electricity usage or metered electricity usage.
- 14.7 The Customer agrees to pay the Retailer for its monthly electricity usage in accordance with the Retailer's stipulated billing cycle. The mode of payment for the Customer's monthly electricity usage shall be determined by the Retailer. The Retailer reserves its right to change the billing cycle and mode of payment with prior written notice to the Customer.
- 14.8 By placing your Order, you authorise ELECTRIFY to transmit information to or obtain information about you from third parties from time to time, and this may include requesting pre-authorisation on your credit card or debit card to ensure there are sufficient funds available to complete the transaction, authentication of your identity, validation checks on your credit card or debit card by the issuer and protection against fraud. By placing your Order, you are confirming that the credit card or debit card belongs to you or that you are the legitimate holder of the card, and have sufficient funds or credit facilities to cover the cost of the Order.

## 15 Promotions and vouchers

- 15.1 ELECTRIFY may from time to time run promotions, contests, or other privilege programmes (a "**Programme**") that are subject to additional terms and conditions which are hereby incorporated by reference into these Terms of Service and can be found on our site at such applicable time.
- 15.2 ELECTRIFY may from time to time make available vouchers, promotional codes, coupons, credits, or gift vouchers (a "**Promotional Voucher**"). A Promotional Voucher may be subject to additional terms and conditions that are hereby incorporated by reference into these Terms of Service and can be found either on the Promotional Voucher or on our site at such applicable time.
- 15.3 Each Programme and Promotional Voucher is valid for the time period specified by ELECTRIFY.
- 15.4 Each Promotional Voucher is only eligible for single use and cannot be used in conjunction with any other Programme or Promotional Voucher unless otherwise stated or explicitly agreed to by ELECTRIFY.
- 15.5 A Promotional Voucher:
- (a) cannot be refunded, redeemed, or exchanged for cash;
  - (b) is non-replaceable if lost, stolen, destroyed, duplicated, tampered with, or otherwise misappropriated;
  - (c) cannot be resold, transferred, or shared, except for a gift voucher which may be purchased by you and given to others;
  - (d) cannot be reproduced, adapted, altered, or otherwise tampered with;
  - (e) will be declared null and void by ELECTRIFY where, in our sole discretion, such Promotional Voucher is suspected to have been used in breach of these Terms of Service.
- 15.6 ELECTRIFY's decision on all matters relating to each Programme or Promotional Voucher is final and binding.
- 15.7 ELECTRIFY reserves the right to discontinue any Programme or Promotional Voucher at any time, in our sole discretion, without notice or liability.
- 15.8 Any vouchers, codes, coupons, credits, or gift vouchers issued by a Retailer cannot be used to purchase Products through our Platform unless expressly stated otherwise in our Services.

## **16 Refusal of order**

- 16.1 ELECTRIFY and the Retailer reserve the right to withdraw any Products from sale on the Platform at any time. Whilst ELECTRIFY and the Retailer will make best efforts to process all Orders, there may be exceptional circumstances where we or the Retailer will refuse to process an Order after an Order confirmation has been sent by us, which ELECTRIFY and the Retailer reserve the right to do at our or the Retailer's sole discretion.
- 16.2 If we or the Retailer refuse or cancel your Order for any reason and you have already made payment for your Order, we will reverse or refund payment in accordance with the prevailing refund policy at such time.

## **17 Refunds**

Where ELECTRIFY and/or a Retailer determines that a refund is to be made under these Terms of Service, Payment will be reversed or refunded via a suitably acceptable method. In the event a reversal cannot be carried out, we will contact you via the contact details provided when you submit your Order to determine an agreed refund method.

## **18 Payments**

- 18.1 You must pay to us the fees in respect of our Services in advance, in cleared funds, in accordance with any instructions on our website.
- 18.2 If you dispute any payment made to us, you must contact us immediately at [contact@electrify.sg](mailto:contact@electrify.sg) and provide full details of your claim.
- 18.3 If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within ten (10) days following the date of our written request:
- (a) an amount equal to the amount of the charge-back;
  - (b) all third-party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer);
  - (c) an administration fee as specified on our Services from time to time; and
  - (d) all our reasonable costs, losses, and expenses incurred in recovering the amounts referred to in this section (including without limitation legal fees and debt collection fees) including but not limited to all legal expenses.
- 18.4 If you owe us any amount under or relating to these Terms of Service, we may suspend or withdraw the provision of Services to you.
- 18.5 We may at any time set off any amount that you owe to us against any amount that we owe to you, by sending you written notice of the set-off.

## **19 Our intellectual property rights**

- 19.1 All intellectual property rights subsisting in respect of the Services belong to ELECTRIFY or have been lawfully licensed to ELECTRIFY for use in connection with the Services. All rights under applicable laws are hereby reserved. You agree not to upload, post, publish, reproduce, transmit, or distribute in any way any component of the website itself, the Content, or any access to any Service, or create derivative works with respect thereto, except with the prior written consent of ELECTRIFY or unless expressly permitted in these Terms of Service. The website, Content, and Services are copyrighted under applicable laws.

19.2 Trademarks, service marks, trade names, and logos used and displayed on the Platform (the "**Trade Marks**") are registered and unregistered trade marks of ELECTRIFY or third parties. Nothing on the Platform and in these Terms of Service shall be construed as granting, by implication, estoppel, or otherwise, any licence or right to use (including as a metatag or as a hyperlink to any other website) any Trade Marks displayed on the Services, without the written permission of us or any other applicable trademark owner.

19.3 You agree that we are free to use, disclose, adopt, and modify all and any ideas, concepts, knowhow, proposals, suggestions, comments, and other communications and information provided by you to us (the "**Feedback**") in connection with the Services and/or your use of the Services without any payment to you. You hereby waive and agree to waive all and any rights and claims for any consideration, fees, royalties, charges, and/or other payments in relation to our use, disclosure, adoption, and/or modification of any or all of your Feedback and communication with us.

## **20 Your rights**

20.1 You retain your rights to any Content you submit, post, or display on or through the Services. By submitting, posting, or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free licence (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute such Content in any and all media or distribution methods (now known or later developed).

20.2 You agree that this licence includes the right for us to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organisations, or individuals who partner with ELECTRIFY for the syndication, broadcast, distribution, or publication of such Content on other media and services, subject to our terms and conditions for such Content use.

20.3 Such additional uses by ELECTRIFY or other companies, organisations, or individuals who partner with ELECTRIFY may be made with no compensation paid to you with respect to the Content that you submit, post, transmit, or otherwise, make available through the Services.

20.4 We may modify or adapt your Content in order to transmit, display, or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services, or media.

20.5 You are responsible for your use of the Services, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and our third-party partners. You understand that your Content may be syndicated, broadcast, distributed, or published by our partners and, if you do not have the right to submit Content for such use, it may subject you to liability. ELECTRIFY will not be responsible or liable for any use of your Content by ELECTRIFY in accordance with these Terms. You represent and warrant that you have all the rights, power, and authority necessary to grant the rights granted herein to any Content that you submit.

## **21 Limited liability and warranty**

Please read this section carefully since it limits the liability of ELECTRIFY and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "**ELECTRIFY Entities**"). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts and, as a result, the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited. All Information is for your general reference only. We do not accept any responsibility whatsoever in respect of such information.



- 21.1 **YOUR ACCESS TO AND USE OF OUR SERVICES IS AT YOUR SOLE RISK AND IS PROVIDED "AS IS", "AS AVAILABLE." THE SERVICES ARE FOR YOUR PERSONAL OR BUSINESS USE ONLY AND THE ELECTRIFY ENTITIES MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ON MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT.**
- 21.2 **WHERE THE CUSTOMER IS DEALING AS A CONSUMER (AS DEFINED IN THE SALE OF GOODS ACT (CAP 393) AND CONSUMER (FAIR TRADING) ACT (CAP 52A)), ALL OTHER WARRANTIES, CONDITIONS, OR TERMS RELATING TO FITNESS FOR PURPOSE, QUALITY, OR CONDITION OF THE GOODS, WHETHER EXPRESS OR IMPLIED BY STATUTE OR COMMON LAW OR OTHERWISE, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW BY ELECTRIFY ENTITIES AND ANY RETAILER.**
- 21.3 **THE ENTIRE LIABILITY OF THE ELECTRIFY ENTITIES AND ANY RETAILER, AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE PRODUCTS AND/OR SERVICES OR OTHERWISE, IS RE-PERFORMANCE OF DEFECTIVE SERVICES. IN JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF LIABILITY, OUR AND ANY RETAILER'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE DO NOT ENDORSE, WARRANT, OR GUARANTEE ANY MATERIAL, PRODUCT, OR SERVICE OFFERED THROUGH US OR OUR SERVICES. WE ARE NOT AND WILL NOT BE A PARTY TO ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTY.**
- 21.4 **IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ELECTRIFY ENTITIES EXCEED ONE HUNDRED SINGAPORE DOLLARS (SGD 100).**
- 21.5 The ELECTRIFY Entities shall not guarantee or assume any responsibility that:
- (a) the information presented in our Services is accurate, adequate, current, or reliable, or may be used for any purpose other than for general reference;
  - (b) the information presented in our Services is free of defect, error, omission, virus, or anything which may change, erase, add to, or damage your software, data or equipment;
  - (c) messages sent through the Internet including in connection with the services will be free from interception, corruption, error, delay, or loss;
  - (d) access to the Services will be available or be uninterrupted;
  - (e) use of the Products and/or Services will achieve any particular result; or
  - (f) defects in the Services will be corrected.
- 21.6 Without limiting the generality of the foregoing, in no event will the ELECTRIFY Entities be liable to you or any other person for any direct, indirect, incidental, special, punitive, or consequential loss or damages, including any loss of business or profit, arising out of any use, or inability to use, the information or the Products and/or Services, even if any of the ELECTRIFY Entities has been advised of the possibility of such loss or damages.
- 21.7 You will exercise and rely solely on your own skill and judgment in your use and interpretation of the information and use of the Products and/or Services. You are responsible for ensuring that your use of the information, Products, and/or Services complies with all applicable legal requirements.
- 21.8 You hereby indemnify ELECTRIFY against all liabilities, costs, expenses, damages, and losses (including any direct, indirect, or consequential losses, loss of profit, loss of reputation, and all interest, penalties,

and legal and other professional costs and expenses) suffered or incurred by ELECTRIFY in connection with any claim made against ELECTRIFY for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with your use of the Products and/or Services. This clause shall survive termination of the Terms of Service.

21.9 The limitation of liability contained in these Terms of Service will apply to the fullest extent permitted by applicable laws.

## **22 Content on the services**

22.1 All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content.

22.2 You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty and you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

22.3 Any Content you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute, and disclose to third parties any such content for any purpose. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights or of their right to privacy. We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

22.4 The views expressed by other users on our site do not represent our views or values. We do maintain the right to remove any posting you make on our site if, in our opinion, your post does not comply with our content standards. We do not endorse, support, represent, or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate, or otherwise inappropriate, or, in some cases, postings that have been mislabelled or are otherwise deceptive. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted, or otherwise made available via the Services or broadcast elsewhere.

22.5 We may not monitor or control the Content posted via the Services and we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.

## **23 Content copyright policy**

23.1 ELECTRIFY respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorised to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, your telephone number, and an email address; (v) a statement by you that you have a good-faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate and that you are authorised to act on behalf of the copyright owner.

23.2 We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, we will also terminate a user's Account if the user is determined to be a repeat infringer. Our address for notice of alleged copyright infringement appearing on the Services is 3, Ang Mo Kio Street 62, #08-21, Singapore 569139.

## **24 Use of the services**

24.1 We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services, to refuse any Order, to merge, suspend or terminate Accounts, and to reclaim usernames without liability to you. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process, or governmental request, (ii) enforce the Terms of Service, including investigation of potential violations thereof, (iii) detect, prevent, or otherwise address fraud, security, or technical issues, (iv) respond to user support requests, or (v) protect the rights, property, or safety of ELECTRIFY, its users, and the public.

24.2 We do not guarantee that our Services will be secure or free from computer bugs or viruses. You are responsible for configuring your information technology, computer programmes, and platform in order to access our site. You should use your own virus protection software.

24.3 You may not do any of the following while accessing or using the Services (i) use our Platform in any way that is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity; (ii) access, tamper with, or use non-public areas of the Services, ELECTRIFY's computer systems, or the technical delivery systems of ELECTRIFY's providers; (iii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iv) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to those terms and conditions). Digitally scraping the Services without our prior consent is expressly prohibited; (v) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive, or false source-identifying information; or (vi) interfere with, or disrupt, (or attempt to do so), the access of any user, host, or network, including, without limitation, sending a virus, Trojan horse, worm, logic bomb, or other material which is malicious or technologically harmful, overloading, flooding, spamming, mail-bombing the Services, or scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.

24.4 We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Services will cease immediately.

## **25 Use on behalf of organisation**

If you use our Services or expressly agree to these Terms of Service in the course of a business or other organisational project, then by so doing you bind both:

- (a) yourself; and
- (b) the person, company or other legal entity that operates that business or organisational project,

to these Terms of Service, and in these circumstances references to "you" in these Terms of Service are to both the individual user and the relevant person, company, or legal entity, unless the context requires otherwise.

## **26 Linking to us**

You may link to our Services provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists. You must not establish a link to our Services in any website that is not owned by you. We reserve the right to withdraw linking permission without notice.

## **27 Third-party links and resources in our site**

27.1 The links from the Services may take you to other sites or services and you acknowledge and agree that ELECTRIFY has no responsibility for the accuracy or availability of any information provided by third parties' services and websites.

27.2 The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or other information. The types and extent of advertising by ELECTRIFY on the Services are subject to change. In consideration for us granting you access to and use of the Services, you agree that ELECTRIFY and its third-party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

27.3 Links to other websites and services do not constitute an endorsement by us of such websites or services, or the Information, products, advertising, or other materials available made available by such third parties.

## **28 Marketing Consent**

By submitting your information to ELECTRIFY, you consent to ELECTRIFY and its related agents to collect, use and disclose my personal data, and to share this data with their business partners for marketing and promotional purposes.

You also consent to ELECTRIFY to contact you via SMS, telephone call and other phone number-based messaging about products and services offered by ELECTRIFY and its business partners, regardless of your registration(s) with the Do Not Call registry.

## **29 Indemnity**

You agree to defend, indemnify, and hold us harmless from and against all liabilities, damages, claims, actions, costs, and expenses (including, without limitation, legal fees), in connection with or arising from your breach of any of these Terms of Service and/or your use of the website. We may, if necessary, participate in the defence of any claim or action and any negotiations for settlement. No settlement that may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defence and control of any claim or action.

## **30 Severance**

The illegality, invalidity, or unenforceability of any provision of these Terms of Service under the law of any jurisdiction shall not affect its legality, validity, or enforceability under the laws of any other jurisdiction nor the legality, validity, or enforceability of any other provision.

## **31 Several users**

If there are two or more persons adhering to these Terms of Service as the user, their liability under the Terms of Service is joint and several and their rights are joint.

## **32 Waiver**

No failure or delay by a party to exercise any right or remedy provided under these Terms of Service or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **33 Termination**

33.1 The Terms of Service will continue to apply until terminated by ELECTRIFY or you as follows.

33.2 You may end your agreement with us at any time for any reason by deactivating your Accounts and discontinuing your use of the Services. You do not need to specifically inform us when you stop using the Services.

33.3 We may suspend or terminate your Accounts or cease providing you with all or part of the Services at any time for any reason, including if we reasonably believe: (i) you have violated these Terms of Service or (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you at the email address associated with your Account or the next time you attempt to access your Account.

33.4 In all such cases, any provision of these Terms of Service that expressly or by implication is intended to come into or continue in force on or after termination of these Terms of Service shall remain in full force and effect.

33.5 Nothing in this section shall affect our rights to change, limit, or stop the provision of the Services without prior notice, as provided above in Clause 6 **Changes to our services**.

## **34 Force majeure**

34.1 No party shall be in breach of these Terms of Service nor liable for delay in performing, or failure to perform, any of its obligations under these Terms of Service if such delay or failure result from events, circumstances, or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

34.2 The affected party shall use all reasonable endeavours to mitigate the effect of a force majeure event on the performance of its obligations.

34.3 A force majeure event shall include such events as an act of God, fire, flood, typhoon, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic illness, failure of utility service or transportation, request from a government, or interference from civil or military authorities.

## **35 Governing law and jurisdiction**

These Terms of Service shall be governed by the laws of the Republic of Singapore. You agree to submit to the exclusive jurisdiction of the Singapore courts.

## **36 Languages**

In the case of discrepancies between the English version and any other language versions of these Terms of Service and contents of our Platform, the English version shall prevail.

Last updated 23 July 2017